

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE

SOUTHERN DISTRICT OF GEORGIA

Dublin Division

IN RE:)	Chapter 7 Case
)	Number <u>387-00162</u>
ROBERT L. PLUMMER)	
)	
Debtor)	
)	
ROBERT L. PLUMMER)	FILED
)	at 5 O'clock & 00 min P.M.
vs.)	Date 7-1-88
)	
MASSEY-FERGUSON CREDIT CORP.)	
)	

MEMORANDUM AND ORDER

Hearing on the objection to claim of exempt property of the debtor filed by Massey-Ferguson Corporation (hereinafter "creditor") and hearing on motion to avoid lien filed by Robert L. Plummer (hereinafter "debtor") was consolidated. At hearing counsel for both parties announced that there were no factual issues in dispute and submitted this matter on briefs. After having considered the Chapter 7 petition of the debtor with accompanying schedules as amended, motion of debtor to avoid lien, objection of this creditor, briefs and relevant law, this court makes the following findings of-fact and conclusions of law.

Debtor filed for relief under Chapter 7 of the Bankruptcy Code on August 19, 1987. This creditor holds a

judgment lien against the debtor, having obtained a judgment on April 16, 1987 in the original principal sum of Forty Four Thousand Nine Hundred Two and 81/00 (\$44,902.81)

Dollars plus future interest at a rate of twelve (12%) per annum. The judgment was obtained in the Superior Court of Laurens County, Georgia and the judgment was entered on the general execution docket for Laurens County evidencing a fi.fa. issued on April 27, 1987. The Chapter 7 petition of this debtor with accompanying schedules as amended construed liberally in favor of the debtor in order to provide the debtor the maximum amount of exemptions available under Official Code of Georgia Annotated (O.C.G.A.) §44-13-100 reflects the following:¹

PROPERTY	VALUE OF PROPERTY	AMOUNT CLAIMED EXEMPT	CLAIMED STATUTORY BASIS FOR EXEMPTION
I. equity in house & 1 ac.lot	\$30,000.00	100.00	O.C.G.A. §44-13-100 (a)
II. equity in 49.8 ac. land	\$15,000.00	1,000.00	44-13-100 (a)
III. John Deer Feed Mill	200.00	200.00	44-13-100 (a) (6)
IV. Massey- Ferguson Tractor	2,000.00	2,000.00	44-13-100 (a) (6)
V. KMC Plow	500.00	500.00	44-13-100 (a) (6)
VI. Chisel Plow	300.00	300.00	44-13-100 (a) (6)
VII. Roto Cycle	150.00	150.00	44-13-100 (a) (6)
VIII. Harrow	400.00	400.00	44-13-100 (a) (6)
IX. 1970 Pick Up Truck	500.00	500.00	44-13-100 (a) (6) & (a) (3)
X. 1969 Flatbed Truck	1,200.00	1,200.00	44-13-100 (a) (6) & (a) (3)
XI. 1968 Chevrolet Automobile	100.00	100.00	44-13-100 (a) (6)

¹See Footnote 1 attached.

& (a) (3)

XII. Wearing Apparel & Ornaments of Person	200.00	200.00	44-13-100(a) (4)
XIII. Automatic Shotgun	200.00	200.00	44-13-100(a) (4)

After considerable review of the petition of the debtor it appears that the property described in "I" above represents the debtor's residence, and although the debtor failed to fully disclose the statutory basis for exemption, it is apparent that the statutory basis is O.C.G.A. §44-13-100(a) (1). As to "II" above from a review of the petition of the debtor it appears that the only available basis for this exemption is O.C.G.A. §44-13-100(a) (6). In addition to the statutory basis for exemption set forth above as to "XIII", the debtor also asserted a basis under O.C.G.A. §44-13-100(a) (3). This exemption deals with a debtor's

interest in motor vehicles and is unavailable for an automatic shotgun. Excluding the judicial lien of this creditor sought to be avoided, as to "I" through "VII" above there is no dispute that the amount of the unavoids liens, exceeds the fair market value of the property.

The issues presented are:

1. As to the claimed exempt properties itemized by the debtor, are the values claimed as exempt within the limits available under O.C.G.A. §44-13-100?

2. May the debtor avoid a judgment lien when the avoiding of the lien will not create equity in the property sought to be exempted?

3. Is a shotgun a "household good" as contemplated under O.C.G.A. §44-13-100(a) (4)?

Regarding the first issue, an analysis of the amount claimed exempt as set forth above reveals that under the most liberal construction the debtor has exceeded the amount available for exemption under O.C.G.A. §44-13-100(a)(6). This provision is the so-called "free exemption" which allows the debtor to exempt the debtor's aggregate interest not to exceed \$400.00 in value plus any unused amount of the exemption provided under paragraph (a)(1) of that section in any property. Paragraph (a)(1) allows the exemption of the debtor's aggregate interest not to exceed \$5,000.00 in value in real or personal property that is the debtor's residence. In this case, under (a)(1) the

debtor has utilized only \$100.00 of this available exemption, resulting in an available exemption of \$5,300.00 under (a)(6). Under the exemptions filed by this debtor, he has claimed under (a)(6) a total amount of exemptions of \$5,350.00. This total was reached through the following analysis: As to "IX", "X" and "XI" above, motor vehicles, section (a)(3) allows the debtor to exempt his interest not to exceed a total value of \$1,000.00 in all motor vehicles. The debtor has claimed \$1,800.00 as exempt; therefore, there remains a balance of \$800.00 for exemption under (a)(6). Deducting \$800.00 from the remaining available exemption of \$5,300.00 leaves \$4,500.00. As to "II" through "VIII" above, the total claimed exempt under (a)(6) is \$4,550.00. Although the debtor seeks to exempt items "III" through "VIII" above which are farm machinery and implements, no claim for exemption is made under section (a)(7) as tools of the trade for the reason that according to the debtor's filed statement of financial affairs he is not engaged in business. The debtor is employed as a school teacher and is not principally engaged in farming.

As to the second issue under 11 U.S.C. §522(f)(1) a debtor is permitted to avoid a judicial lien to the extent that lien impairs an exemption to which the-debtor would be entitled. Pursuant to the authority granted by 11 U.S.C. §522(b) Georgia has opted out of the federal scheme of exemptions, establishing a state-created list of exemptions available in the cases of

Georgia domiciled debtors. O.C.G.A. §44-13-100(a) & (b). Accordingly, in order to determine whether a Georgia debtor may avoid a judicial lien by means of §522(f)(1), the court must make a two-tiered analysis: First, it must be determined whether the debtor is entitled to the exemption under Georgia law, and second does the lien in fact impair that exemption. In re Register, 37 B.R. 708 (Bankr. N.D.Ga., 1983). The scope of exemptions available to Georgia debtors are set out in O.C.G.A. §44-13-100(a) See, footnote 1. This debtor has sought to use these exemptions to prevent certain items from remaining a part of the bankruptcy estate. While not specifically mentioning the exemption as to debtor's residence created in O.C.G.A. §44-13-100(a)(1), the debtor presumably intends to have this section apply to the attempted exemption of the real property at "I" above. Additionally, the debtor wishes to exempt additional real property and several items of farm machinery through the use of O.C.G.A. §44-13-100(a)(6) which allows the debtor to exempt unspecified property. Additionally, the debtor seeks to exempt the debtor's interest in three motor vehicles under §44-13-100(a)(3) and (a)(6), as well as wearing apparel, ornaments of person, and an automatic shotgun under O.C.G.A. §44-13-100(a)(4). Since this creditor has a judicial lien encumbering all of the property of the debtor, the debtor may exempt enumerated properties only if the judicial lien may be avoided under 11 U.S.C. §522(f)(1). Central to the objection and motion under

consideration is whether the debtor may avoid a lien when such avoidance would still leave the property encumbered with unavowed liens valued in excess of the fair market value of the property. Or succinctly put, may the lien be avoided when such avoidance creates no equity in the property for the benefit of the debtor?

The Court of Appeals for the Eleventh Circuit has recognized that lien avoidance pursuant to §522(f) is directly keyed to the availability of an exemption for the debtor. In re Maddox, 713 F.2d 1526 (11th Cir. 1983). Since the State of Georgia has "opted out", of the Bankruptcy Code scheme of exemptions, state law determines whether the property in question may be claimed as exempt. In both the residence exemption of O.C.G.A. §44-13-100(a)(1) and the so-called "free" exemption of O.C.G.A. §44-13-100(a)(6), the availability of the exemption is geared to the debtor's "aggregate interest" in the property. The Court of Appeals for the Eleventh Circuit has additionally recognized that the definition of "aggregate interest" is a question of state law. In re Hall, 752 F.2d 582 (11th Cir. 1983).

This creditor contends that the Georgia Court of Appeals has supplied such definition in Wallis vs. Clerk, Superior Court of Dekalb County 166 Ga. App. 775 (1985). In Wallis, plaintiffs sued the clerk of court for damages, arguing that the clerk's failure to record a deed had prevented the plaintiff from

enjoying the homestead exemption of O.C.G.A. §44-13-100(a)(1) in a subsequent bankruptcy proceeding. In Wallis the debtor-plaintiff had purchased a house and lot and executed a deed to secure debt and purchase money note to a financial institution. The warranty deed and the deed to secure debt were never entered on the appropriate indices in the clerk's office. In the subsequent bankruptcy proceeding the trustee, consented to treatment of the debt as secured and sold the property. Because of damage to the house, the property sold for less than the secured indebtedness, preventing the debtor from claiming an exemption. In affirming the trial court's granting of summary judgment in favor of the clerk of court, the Georgia Court of Appeals noted that the clerk's failure to record the deed in no way impaired the exemption since the trustee treated the debt as secured, which would be the value of a properly recorded deed. Additionally, the court stated that the debtor-plaintiff would have no exemption in any event since he had no "aggregate interest" in the real property. The Georgia court defined "aggregate interest" as "only the unencumbered portion of the property is to be counted in computing 'value' in the property for the purposes of determining the exemption." Wallis, 166 Ga. App. at 776 (quoting 9 Am.Jur. 2d 526, Bankruptcy ¶ 315).

Whether the Wallis decision closes the issue requires an analysis of the decisions of the Court of Appeals for the Eleventh Circuit prior and subsequent to the Wallis decision

pertaining to the meaning to be given to debtor's "aggregate interest" as used in the Georgia exemption statute. The first such case was In re Maddox, supra. Decided prior to Wallis, the court held that a debtor's interest in household goods does not limit the exemption to the amount of the debtor's equity because to do so would render 11 U.S.C. §522(f) meaningless. The factual particulars in Maddox pertinent to this inquiry indicate that the debtor would have had equity if the lien was avoided.

In Hall, supra, the court had its first occasion to consider the impact of Wallis. Admitting that the Georgia Court of Appeals decision in Wallis superseded its Maddox decision, the court appeared to recognize the Wallis definition of "aggregate interest" as binding for purposes of lien avoidance under §522(f) of the Code. The court stated, however, that Georgia's limitation of exemptions to the unencumbered value of property could not preclude the debtor from avoiding the lien where the debtor would have equity by avoiding the lien and, hence, exemptible property under Georgia law. To do otherwise the court stated would directly interfere with the federal right to avoid liens.

Georgia exemption law's latest appearance in the Eleventh Circuit has yielded yet another refinement in the relationship of the state exemption scheme to the federal lien avoidance provision. In re Bland, 793 F. 2d 1172 (11th Cir.,

1986) (en banc). In Bland, the court looked further into the value of Wallis' statement concerning the meaning of a debtor's "aggregate interest" in property. The court decided that the Wallis decision is irrelevant in the inquiry into the operation of §522(f) with the exemption scheme set forth in O.C.G.A. §4413-100(a).

The court stressed as significant the fact that Wallis dealt with a purchase money note and the lien avoidance provisions of §522(f)(1) and (2) concern judicial liens and nonpossessory and non-purchase money security interests. The Wallis decision is not pertinent to the discussion of lien avoidance and has no relevance to this inquiry.

A determination of this issue must therefore be controlled by Maddox, supra. In Maddox, the Circuit Court adopted the District Court's opinion which concluded that the debtor's "interest" was not synonymous with debtor's "equity", rejecting the notion that debtor's "interest" was simple equity. In the District Court's words, as adopted by the Circuit Court, "[The] word 'interest' is a broad term encompassing many rights of a party, tangible, intangible, legal and equitable." In re Maddox, 713 F.2d at 1530.

This creditor's attempt to distinguish the Maddox decision on the fact that under Maddox the lien avoidance would create equity for the benefit of the debtor and under this circumstance would not turn a blind eye to reality. Why would this creditor insist upon the validity and enforceability of its

judicial lien against property of the debtor where prior non-avoided liens exceed the value of the property? If there is no equity for the benefit of the debtor there could certainly be no current value received by this creditor in the enforcement of its judicial lien against the property. The value to this creditor and to this debtor lies in the future. Under Georgia law, the judicial lien of this creditor is enforceable against the property of the debtor for up to 21 years. See, O.C.G.A. §9-12-60 et seq. (dealing with dormancy and revival of judgments). Especially as it pertains to the real property, over time real equity could and in all likelihood would be created. The debtor could hope to enjoy this equity by making arrangements to pay over time all unavoided liens. The debtor has determined by the claiming of this property as exempt that the property is necessary for his "fresh start". To allow this creditor's judicial lien to remain enforceable against this property solely due to the current lack of cash equity would defeat the entire purpose of the federal lien avoidance provisions to provide property necessary for the debtor's fresh start exempt from further claims of pre-petition creditors.

This creditor has further objected to a claim of exemption of debtor's automatic shotgun under the provisions of O.C.G.A. §44-13-100(a)(4) (See, footnote 1.). The resolution of this issue requires an analysis of what constitutes a "household good". An initial review of pertinent cases reveals that

decisions dealing with the problem of exemptibility of "household goods" in cases under the Bankruptcy Code are a confused morass, yielding no single, widely recognized definition of the phrase. To some extent the apparent disparity in the decisions can be attributed to the use of the terms "household goods" in two separate subsections of 11 U.S.C. §522. Section 522(d)(3), the federal schedule of exemptions, provides that the debtor may exempt his or her interest, not to exceed \$200.00 in value in any particular item or \$4,000.00 in aggregate value in among other items, household goods. Section 522(f)(1)(2)(A), the lien avoidance provision, permits the debtor to avoid a judicial lien or non-possessory, non-purchase money security interest in, among other items, household goods, tracking the identical language of §522(d)(3). Decisions appear not to have been consistent in finding that the notion of household goods for the purposes of exemptibility and for lien avoidance are the same. Further complicating the issue is the fact that a majority of the states, including Georgia, have exercised their option to supply their own schedule of exemptions pursuant to §522(b), making inapplicable the federal exemption provisions of §522(d). Georgia has provided a list of exemptions which track the "household goods" exemption language of §522(d)(3). See footnote 1 at (a)(4). These exemptions, are creations of state law and the state courts must necessarily provide the authoritative interpretation of those provisions.

Unfortunately, O.C.G.A. §44-13-100(a)(4) has never been interpreted by either the Georgia courts or the Court of Appeals for the Eleventh Circuit. Therefore, this court must decipher a meaning for household goods from other sources.

Most courts which have considered the issue of the meaning of "household goods", have refused to follow any preset standard, preferring instead to judge the exemptibility of property on a case-by-case basis. Following this position, most courts have held that they will not consider themselves bound by the Federal Trade Commission's (FTC) definition of household goods for either exemptibility or lien avoidance purposes under 11 U.S.C. §522(f)(2)(A). See, Matter Of Smith, 57 B.R. 330 (Bankr. N.D. Ga. 1986). The Federal Trade Commission's definition provides that a household good is

clothing, furniture, appliances, one radio, and one television, linens, china, crockery, kitchenware, and personal effects (including wedding rings) of the consumer and his or her dependents, provided that the following are not included within the scope of the term 'household goods':

1. Works of art;
2. Electronic equipment(except one television and one radio);
3. Items acquired if antiques; and
4. Jewelry, except wedding rings. 16 C.F.R. §444.1(i).

Those courts which have addressed the applicability of the FTC definition have recognized that the functions of both the FTC definition and the lien avoidance provisions of §522(f)(2)(A) are to limit the reach of creditors' security interest in debtor's

personalty. However, those courts have not found a statutory requirement to follow the agency ruling. Smith, supra, at 331.

In support of the proposition that what constitutes "household goods" should be determined on a case-by-case basis rather than by reference to some discrete blanket rule, from a "fresh start" perspective, what may be required for each particular debtor may differ substantially from case to case. The courts have seemed to recognize this distinction, but have disagreed substantially in their approach. Some courts have held that the definition of "household goods" should be given a narrow construction, hinging upon the necessity of the debtor's retention of the item to his or her fresh start. In re Ruppe, 3 B. R. 60 (Bankr. D.Colo., 1980); Walnut Valley State Bank vs. Coots, 60 B.R. 834 (D.Kans., 1986). Generally, these decisions calling for a narrow construction appear to apply a state exemption law, where the state has opted out of the federal exemption scheme and enacted a scheme which requires a narrow construction of the term "household goods". In particular, the Ruppe decision, deals with the bankruptcy court's interpretation of the requirements of Colorado law. Conversely, some courts have decided that the "household goods" exemption and lien avoidance provisions should be given broad construction. In re Coleman, 5 B.R. 76 (Bankr. M.D. Tenn., 1980). Under this view, even items which are essentially held for purposes of recreation may be exempted and the necessity requirement is

large ignored. See, In re Beard, 5 B.R. 429 (Bankr. S.D. Iowa, 1980). A third alternative is to determine that "household goods" for purposes of exemption be given a broad construction, while "household goods" for lien avoidance purposes under 11 U.S.C. §522(f)(2)(A) be given a narrow construction. See, In re Boozer, 4 B.R. 524 (Bankr. N.D. Ga., 1980). In the matter before this court where the language of the Georgia exemption provisions of O.C.G.A. §44-13-100(a)(4) and the lien avoidance provisions of 11 U.S.C. §522(f)(1)(2)(A) are virtually identical, this court can see no logical basis for finding that the relevant statutes create two separate meanings of "household goods" for lien avoidance and exemption. The fact that another party, a creditor, claims an interest in an item of property does not call for a different definition of the character of that property.²

Regarding the specific item of claimed exempt property in this case, an automatic shotgun, decisions disallowing such an exemption and lien avoidance appear to distinguish a firearm as not a "necessity" for the fresh start of the debtor, labeling firearms as recreational in nature. See, Ruppe, supra.; In re McPherson 18 B.R. 240 (Bankr. D.N.M., 1982); In re Greenlee, 61 B.R. 257 (Bankr. D. Colo. 1986). Decisions

against the exemptibility of firearms appear to assume that in a modern society firearms are maintained solely for recreational purposes, such as sport shooting and recreational hunting. This assumption ignores other valid reasons for the maintenance of a firearm in a household. A firearm may be maintained for the protection of the debtor, debtor's dependents, and property. In

²Footnote 2 attached.

a rural agricultural setting, a firearm used in animal control may be vital in the protection of the debtor's property and livelihood. There can be no presumption that a firearm is maintained by a debtor solely for recreational purposes.

There can be gleaned a logic to the decisions. Personal property held by the debtor for investment purposes, items having a substantial pecuniary value independent of their household functions, and items held chiefly for a recreational function may not be exempted nor have liens against them avoided. An exception to this general premise appears to be items such as television sets and stereo systems, which although recreational in nature are used within the home of virtually every individual and are exemptible. A distinction between types of recreational personal property appears to be based on the location of their use, emphasizing "household" in the term "household goods". Household means in or about the homeplace. Therefore, household goods must be limited to items of tangible personal property held primarily for personal or family use by the debtor or a dependent of the debtor in or about the household, excepting therefrom

items held for investment purposes or items having a pecuniary value independent of its functional use. Applying this definition in light of the rehabilitative purposes of the Bankruptcy Code to the item of personal property in dispute, an automatic shotgun, a reasonable determination can be made that the firearm is maintained in the debtor's household for the protection of the debtors, debtor's family and property and is exemptible.

At this juncture, comment must be made as to the debtor's contention

that the lien of this creditor is void under 11 U.S.C. §506, asserting that the lien of this creditor could not attach to property in which the debtor has no equity, thus rendering the lien on the now claimed exempt property invalid. This argument might be persuasive however, the point was first raised in debtor's brief and not pursuant to motion under Bankruptcy Rule 3012 requiring notice and a hearing. As the debtor failed to comply with the Bankruptcy Rules on this contention, no further consideration will be given.

It is therefore ORDERED that, as debtor has attempted to exempt property with an aggregate value in excess of that allowed under O.C.G.A. §44-13-100(a)(6), the objection of the creditor is sustained. As to all other grounds for objection, the objections are overruled. Within 30 days of the date of this order, the debtor shall file with the court an amended B-4 Schedule eliminating sufficient items of property to bring the

debtor's claimed exemptions within the limits allowed by law.

Upon the filing of the amended B-4 schedule the motion to avoid lien as to the remaining property claimed as exempt is granted.

SO ORDERED at Augusta, Georgia this 1st day of July,
1988.

JOHN S. DALIS
UNITED STATES BANKRUPTCY JUDGE

FOOTNOTE 1

O.C.G.A. 44-13-100(a) provides:

(a) In lieu of the exemption provided in Code Section 44-13-1, any debtor who is a natural person may exempt, pursuant to this article, for purposes of the bankruptcy, the following property:

(1) The debtor's aggregate interest, not to exceed \$5,000.00 in value, in real property or personal property that the debtor or a dependent of the debtor uses as a residence, in a cooperative that owns property that the debtor or a dependent of the debtor uses as a residence, or in a burial plot for the debtor or a dependent of the debtor;

(2) The debtor's right to receive:

(A) A social security benefit, unemployment compensation, or a local public assistance benefit;

(B) A veteran's benefit;

(C) A disability, illness or unemployment benefit;

(D) Alimony, support, or separate maintenance, to the extent reasonably necessary for the support of the debtor and any dependent of the debtor;

(E) A payment under a pension, annuity, or similar plan or contract on account of illness, disability, death, age or length of service, to the extent reasonably necessary for the support of the debtor and any dependent of the debtor;

(3) The debtor's interest, not to exceed the total of \$1,000.00 in value, in all motor vehicles;

FOOTNOTE 1 CONTINUED

(4) The debtor's interest, not to exceed \$200.00 in value in any particular item, in household furnishings, household goods, wearing apparel, appliances, books, animals, crops or musical instruments that are held primarily for the personal, family, or household use of the debtor or a dependent of the debtor. The exemption of the debtor's interest in the items contained in this paragraph shall not exceed \$3,500.00 in total value;

(5) The debtor's aggregate interest, not to exceed \$500.00 in value, in jewelry held primarily for the personal, family, or household use of the debtor or a dependent of the debtor;

(6) The debtor's aggregate interest, not to exceed \$100.00 in value plus any unused amount of the exemption provided under paragraph (1) of this subsection, in any property;

(7) The debtor's aggregate interest, not to exceed \$500.00 in value, in any implements, professional books, or tools of the trade of the debtor or the trade of a dependent of the debtor;

(8) Any unmatured life insurance contract owned by the debtor, other than a credit life insurance contract.

(9) The debtor's aggregate interest, not to exceed \$2,000.00 in value, less any amount of property of the estate transferred in the manner specified in Section 542(d) of the U.S. Code Title 11, in any accrued dividend or interest under, or loan value of, any unmatured life insurance contract owned by the debtor under which the insured is the debtor or an individual of whom the debtor is a dependent;

FOOTNOTE 1 CONTINUED

(10) Professionally prescribed health aids for the debtor or a dependent of the debtor; and

(11) The debtor's right to receive, or property that is traceable to:

(A) An award under a crime victim's reparation law;

(B) A payment on account of the wrongful death of an individual of whom the debtor was a dependent, to the extent reasonably necessary for the support of the debtor and any dependent of the debtor;

(C) A payment under a life insurance contract that insured the life of an individual of whom the debtor was a dependent on the date of such individual's death, to the extent reasonably necessary for the support of the debtor and any dependent of the debtor;

(D) A payment, not to exceed \$7,500.00 on account of personal bodily injury, not including pain and suffering or compensation for actual pecuniary loss, of the debtor or an individual of whom the debtor is a dependent; or

(E) A payment in compensation of loss of future earnings of the debtor or an individual of whom the debtor or was a dependent, to the extent reasonably necessary for the support of the debtor and any dependent of the debtor.

FOOTNOTE 2

The following examples were household goods:

- a. garden tractor and mower In re Jones 5 B.R. 655 (Bankr. M.D. NC, 1980).
- b. Stereo and components In re Sweeney 7 B.R. 814 (Bankr. E.D.Wis., 1980), reversed on other grounds 669 F.2d 468 (7th Cir., 1981)
- c. television sets In re Hagerman, 9 B.R. 412 (Bankr. W.D.Mo. 1981)
- d. German beer steins In re Lucas, 62 B.R. 949 (Bankr. S.D. Cal., 1986)
- e. Figurines Id.
- f. Cassette recorder and answering machine Id.
- g. Coffee table In re Mulcahy, 3 B.R. 454 (Bankr. S.D.Ind. 1980).

The following examples were not household goods:

- a. Doll collection In re Phillips, 54 B.R. 664 (Bankr. D.S.C., 1985)
- b. Exercise bike Lucas, supra
- c. Camera Id.
- d. Golf clubs Id.
- e. Tent, backpack and fishing rods In re McTearnan 54 B.R. 764 (Bankr. D.Colo.

1985)